

IT IS THE VENDOR'S RESPONSIBILITY TO CHECK
FOR ADDENDUMS PRIOR TO SUBMITTING PROPOSALS

REQUEST FOR PROPOSALS SPECIFICATION NO. 05-020

The City of Lincoln, Nebraska intends to enter into a contract and invites you to submit a sealed proposal for:

ANNUAL REQUIREMENTS FOR OFFICE SEATING

(PREFERRED MANUFACTURERS: CRAMER, HAWORTH, HERMAN MILLER,
NIGHTINGALE, RFM, AND STEELCASE)

Sealed proposals will be received by the City of Lincoln, Nebraska on or before 12:00 noon Wednesday, **May 4, 2005** in the office of the Purchasing Agent, 440 S. 8th Street Suite 200, Lincoln, Nebraska 68508. Proposals will be publicly opened, reading only the name of the firms, in the Bid/Conference Room located on the First Floor.

Submitter should take caution if U.S. mail or mail delivery services are used for the submission of proposals. Mailing should be made in sufficient time for proposals to arrive in the Purchasing Division, prior to the time and date specified above.

SCOPE OF SERVICES

ERGONOMIC OFFICE SEATING

1. GENERAL INFORMATION

1.1 Since February of 2005, the City of Lincoln and Lancaster County have conducted extensive evaluations of office seating, representing eleven (11) manufacturers.

1.2 As a result of such evaluation process the following manufacturers have been identified as preferred for use within the City and County departments and agencies:

Cramer, Haworth, Herman Miller, Nightingale, RFM, and Steelcase

1.2.1 Proposals for manufacturers other than those listed above will not be considered.

1.3 All firms who are factory-authorized distributors for these manufacturers are hereby requested to submit price proposals for any and/or all of the manufacturers listed in 1.2, above.

1.3.1 The City/County welcomes pricing from other competitive bidding efforts, such as GSA, US Communities, State of Nebraska, etc.

1.3.2 Any pricing resulting from competitive bidding efforts of others should be clearly marked (using the contract number or reference and the entity holding the contract identified) and the City/County should be offered mirror prices (if offered) to the original contract entity.

1.4 Upon receipt of price proposals and negotiation of most favorable terms and conditions, which terms and conditions being not limited to those stated below in this Request for Proposal, the City and County will then offer contracts to firms for not more than four (4) of the preferred manufacturers.

2. TERM OF AGREEMENT

2.1 One (1) year from date of agreement(s), with options to renew for four (4) additional one year terms.

2.2 Such agreement(s) may be canceled at any time by either party upon thirty (30) calendar days written notice.

2.3 Such agreement(s) may be canceled at the end of any fiscal year, should funds not be appropriated for the continuance of agreement(s) into the next fiscal year.

2.3.1 The City and/or County will attempt to give fifteen (15) calendar days written notice for cancellation of the agreement(s) for lack of appropriated funds.

3. INQUIRIES

3.1 All inquiries concerning this Request for Proposal shall be directed to:

Kathy A. Smith, Ass't. Purchasing Agent
440 S. 8th Street, Suite 200
Lincoln, NE 68508
Phone: 402/441-8309; FAX 402/441-6513
Email: ksmith@ci.lincoln.ne.us

3.2 See attached Instructions to Proposers regarding the method of answering inquiries.

4. PRICING

4.1 The City and the County request pricing for the **full line of seating** offered by the manufacturer, including dedicated task, multi-task, managerial, side, lobby, conference room and stacking seating.

4.2 Indicate on the enclosed Proposal Form the following information:

4.2.1 Seating manufacturer

4.2.2 The manufacturer's price list to be used as the basis of pricing for the initial term of agreement.

4.2.3 The discount schedule to be applied against the manufacturer's price list, clearly indicating and applicable quantity price break discounts.

4.2.3.1 If separate discount structures apply to different series of seating within the manufacturer's line, attach a separate sheet to the Proposal Form clearly identifying the applicable series and discount structures.

4.3 TRADE IN'S

4.3.1 In order to reduce the amount of surplus property managed by the Purchasing Division, and to provide a means of disposing of surplus and obsolete stock, the City and County request that Proposer offer trade-in allowances for surplus office seating replaced by new seating purchased from the Proposer (even if it is nominal, such as hauling it away free of charge).

4.3.2 The terms and conditions of such trade-in allowances shall include the following terms:

4.3.2.1 Trade-ins are offered on an as-is, where-is basis; and no warranties whether expressed or implied are intended regarding the condition of the seating or fitness of the seating for specific applications.

4.3.2.2 Proposer is responsible for all transportation away from City and County premises.

4.3.2.3 To every extent possible, proposer agrees to dispose any trade-ins received by re-use seating or component recycling of seating parts that will divert materials for the Sanitary Landfill.

4.3.3 Proposers shall indicate on the Proposal Form their willingness to accept such trade-ins, trade-in allowances, and any additional terms associated with such trade-ins.

5. WARRANTIES

5.1 Include in your proposal package a full and complete statement of applicable warranty terms and conditions.

5.2 Your proposal shall explain full details of the warranty components including, but not limited to:

5.2.1 Frame/structural components

5.2.2 Fabrics/upholstery

5.2.3 Pneumatic cylinder/casters

5.2.4 Normal use warranty

5.2.5 24 x 7 Shift warranty

5.2.6 Maximum weight capacity (as advertised and/or certified)

6. CONTRACTOR SERVICES

6.1 ORDERING

- 6.1.1 The contractor representative responsible for the administration of this agreement shall assist the various departments and agencies in placing orders, including sizing the chair to the individual, selecting appropriate chair features, fabric selection and quoting final contract pricing.
- 6.1.2 Orders will be placed on an as-needed basis with no minimum or maximum order quantity implied or promised.

6.2 DELIVERY

- 6.2.1 Assemble and inspect chairs for compliance with order specifications.
- 6.2.2 Deliver chair direct to the ordering individual.
- 6.2.3 Once chairs are ordered and install, the contractor representative shall make arrangement to demonstrate the selected chair features and to assist the customer in adjusting the chair to maximize comfort and support in their individual work space.
- 6.2.4 Review adjustment features, proper seating posture, and normal maintenance/care procedures with individual.

6.3 MAINTENANCE

- 6.3.1 Administration of warranty claims.
- 6.3.2 Field repairs by factory-trained personnel.
- 6.3.3 Provide similar loaner chair if in-shop repairs required.

6.4 DEMONSTRATIONS

- 6.4.1 The following materials shall be supplied to the Purchasing Division for the term of the agreement for use by City and County departments and agencies:
 - 6.4.1.1 Demonstrator chairs, which will be assigned to the City/County Purchasing Division during the duration of the contract, sufficient to demonstrate features and adjustments (should require no more than 2 - 3 chairs).
 - 6.4.1.2 Two (2) complete sets of catalogs, price lists and fabric selection charts to assist in the ordering process.
- 6.4.2 Company representative shall assist in conducting periodic office ergonomics seminars sponsored by the City's and County's Safety and Training personnel.
- 6.4.3 All firms selected and offered final contracts will be asked to participate in a program "roll-out", to introduce the new seating.
 - 6.4.3.1 The program "roll-out" will most likely be a "Seating Fair", which will be structured as an open house where all City/County employees are invited to attend on a specific day (or half day) to meet the new Contractors and see demonstrations of the new seating.

6.5 VENDOR ADDED SERVICES

- 6.5.1 Proposers may suggest additional services, such as re-upholstery and/or reconditioning services.
- 6.5.2 A complete description of these added vendor services shall be typed on your company letterhead, labeled "Additional Services", and submitted with your Proposal Package.

7. EVALUATION CRITERIA AND AWARD

- 7.1 Award of agreement(s) will be made to the most responsive proposers whose proposal complies with all the requirements of this Request for Proposal and any addenda, except for such minor defects as may be waived by the City and County.
- 7.2 Evaluation criteria will include, but not be limited to:
 - 7.2.1 Pricing structure
 - 7.2.2 Warranty terms and conditions
 - 7.2.3 Comfort and fit of the chairs
 - 7.2.4 Depth and variety in the chair line, including special needs (i.e., big/tall, large weight, small, etc.)
 - 7.2.5 Contractor services
 - 7.2.6 Repair services
 - 7.2.7 Any additional contractor services, manufacturer's warranties, etc. offered by the proposer to the benefit of the City and County.
- 7.3 Please read Section 8. Evaluation and Award, of the attached Instructions to Proposers for further information regarding evaluation and award.

8. SUBMITTAL REQUIREMENTS

- 8.1 Submit eight (8) copies of your Proposal Package, one of which must be identified as the signed original.
- 8.2 The following documents must be included in each proposal package:
 - 8.2.1 The Proposal Form
 - 8.2.2 Any attachments to the Proposal Form required by this Request for Proposal (detailed discount structure, additional services).
 - 8.2.3 Complete statement of warranty terms and conditions including labor & materials
 - 8.2.4 A complete explanation of all exceptions to this Request for Proposal, detailed on company letterhead.
 - 8.2.5 Manufacturer's Price List to be used as basis of pricing for initial term of Agreement.
 - 8.2.5 Chair specifications, if not included in Manufacturer's Price List.
 - 8.2.6 Chart of available fabric selections and corresponding ordering codes.
 - 8.2.7 Full-line catalogs of manufacturer's complete line of office seating being proposed.

PROPOSAL SPECIFICATION NO. 05-020

BID OPENING TIME: 12:00 NOON

DATE: May 4, 2005

ADDENDA RECEIPT: The receipt of the addenda to the specification number ____ through ____ is hereby acknowledged. Failure of any bidder to receive any addenda or interpretation shall not relieve the bidder from obligations specified in the bid request. All addenda shall become part of the final contract document.

The undersigned proposer, having full knowledge of the requirements of the City of Lincoln for the below listed items and the contract documents and all other conditions of the Proposal, agrees to sell to the City the below listed items for the performance of this Specification, complete in every respect, in strict accordance with the contract documents at and for prices listed below.

THE ANNUAL REQUIREMENTS FOR OFFICE SEATING PRICING SCHEDULE

1. CHAIR MANUFACTURER_____
2. MANUFACTURER'S PRICE LIST NUMBER_____ DATE_____
3. DISCOUNT STRUCTURE:

ONE (1) TO _____CHAIRS:	_____ % DISCOUNT OFF MFG. PRICE LIST
_____ TO _____CHAIRS:	_____ % DISCOUNT OFF MFG. PRICE LIST
_____ TO _____CHAIRS:	_____ % DISCOUNT OFF MFG. PRICE LIST
4. CONTRACT RENEWAL IS AN OPTION: YES ____; NO ____.
5. TERM PRICE CLAUSE:
 - 5.1 PRICING PERCENT (%) FIRM FOR CONTRACT TERM: YES ____; NO ____.
 - 5.2 PRICE ADJUSTMENTS (NEW PRICES PER PRICE GUIDE) RESTRICTED TO ONCE/PER YEAR.
6. TRADE-IN ALLOWANCE:
 - 6.1 Proposer agrees to accept trade-in of surplus office seating replaced by office seating purchased from Proposer:

YES [☐]
 NO [☐]
 - 6.2 Indicate terms and conditions of trade-in allowance:_____

Con't next page.

7. WARRANTY

7.1 NORMAL USE WARRANTY:

- 7.1.1 STRUCTURAL PARTS: _____ YEARS.
DESCRIBE: _____
- 7.1.2 FABRICS/UPHOLSTERY: _____ YEARS.
DESCRIBE: _____
- 7.1.3 PNEUMATIC CYLINDER: _____ YEARS.
DESCRIBE: _____
- 7.1.4 OTHER: DESCRIBE _____

7.2 SHIFT WARRANTY:

- 7.2.1 STRUCTURAL PARTS: _____ YEARS.
DESCRIBE: _____
- 7.2.2 FABRICS/UPHOLSTERY: _____ YEARS.
DESCRIBE: _____
- 7.2.3 PNEUMATIC CYLINDER: _____ YEARS.
DESCRIBE: _____
- 7.2.4 OTHER: DESCRIBE _____

8. **INTERLOCAL PURCHASING:** The City/County desires to make available to other local government entities of the State of Nebraska, by mutual agreement with the successful bidder, and properly authorized interlocal purchasing agreements, the right to purchase the same services, at the prices quoted, for the period of this contract. Each bidder shall indicated on the Bid Form in the space provided below if he/she will honor Political Subdivision orders in accordance with the contract terms and conditions, in addition to orders from City of Lincoln/Lancaster County.

____YES ____NO

If "YES", Contract supplier or suppliers may honor pricing and extend the contract to political sub-divisions, cities and counties. Terms and conditions of the contract must be met by political sub-divisions, cities and counties. Under no circumstances shall the City of Lincoln/Lancaster County be contractually obligated or liable for any purchases by these political sub-divisions, cities or counties.

9. COMPANY REPRESENTATIVE RESPONSIBLE FOR THE ADMINISTRATION OF THIS CONTRACT:

NAME: _____
ADDRESS: _____
PHONE/FAX NO: _____
LIST OF RESPONSIBILITIES:

10. Complete "Sample Pricing Form" for each chair model you want considered for the contract demonstrator/sample (on loan to the City/County Purchasing Department during the contract).

AFFIRMATIVE ACTION PROGRAM: Contractor will be required to comply with the provisions of the City's Affirmative Action Policy (Contract Compliance, Sec. 1.16). The Equal Opportunity Officer will determine compliance or non-compliance with the City's policy upon a complete and substantial review of contractor's equal opportunity policies, procedures and practices.

The undersigned signatory for the proposer represents and warrants that he has full and complete authority to submit this proposal to the City, and to enter into a contract if this proposal is accepted.

NOTE:

**RETURN 8 COMPLETE COPIES OF PROPOSAL, ONE (1) OF SUPPORTING MATERIAL.
MARK OUTSIDE OF ENVELOPE AS FOLLOWS:
SEALED PROPOSAL FOR SPEC. 05-020**

COMPANY NAME

BY (Signature)

STREET ADDRESS or P.O. BOX

(Print Name)

CITY, STATE ZIP CODE

(Title)

TELEPHONE

(Date)

EMPLOYER'S FEDERAL I.D. NO.
OR SOCIAL SECURITY NUMBER

Email: _____

Specifications may also be viewed on our website at: <http://www.lincoln.ne.gov> Key word search "Purchasing", "Bidding Opportunities" (select current year)

SAMPLE PRICING FORM

#05-020, SAMPLE/DEMONSTRATOR

MAY 2005
EXAMPLE COMPLETED

COMPANY NAME: ADDRESS: CITY/STATE/ZIP: CONTACT:			PHONE: CELL PHONE: FAX: EMAIL:	
CHAIR LINE AND MODEL #:			BREAKDOWN OF BASE CHAIR W/OPTIONS	TOTAL CONTRACT PRICE AS LISTED
ORDER NUMBER	DESCRIPTION	UNIT O / M		
XYZ - CHAIR	XYZ CHAIR with tilt limit and seat angle	1 EA		\$450.00
(Fully loaded)	fully adjustable arms with black vinyl			
	arm pads. Ergonomic back fit feature			
	High back, standard height range			
	pneumatic.			
	Fabric Choice: grade Color: Blue			
	Finish Choice: Black			
XYZ - CHAIR	XYZ CHAIR - base chair without arms	1 EA	\$300.00	
(Base chair)	and special features, reg. casters			
	ADDITIONS / OPTIONS:			
	Seat tilt - multi position	1 EA	\$30.00	
	Fixed Arms vs. no arms	1 EA	\$18.00	
	Height/Width adjustable arms	1 EA	\$25.00	
	Ergonomic Back feature	1 EA	\$75.00	
	Carpet casters	1 EA	\$15.00	

INSTRUCTIONS TO PROPOSERS

CITY OF LINCOLN, NEBRASKA PURCHASING DIVISION

1. PROPOSAL PROCEDURE

- 1.1 Each RFP must be legibly printed in ink or by typewriter, include full name, business address, and telephone no. of the Proposer; and be signed in ink by the Proposer.
- 1.2 Response by a firm/organization other than a corporation must include the name and address of each member.
- 1.3 A response by a corporation must be signed in the name of such corporation by a duly authorized official thereof.
- 1.4 Any person signing a response for a firm, corporation, or other organization must show evidence of his authority so to bind such firm, corporation, or organization.
- 1.5 Proposals received after the time and date established for receiving offers will be rejected.

2. EQUAL OPPORTUNITY

- 2.1 Each proposer agrees that it shall not discriminate against any employee or applicant for employment because of race, color, religion, sex, disability, national origin, age, or marital status. In the employment of persons, proposer shall take affirmative action to ensure that applicants are employed and that employees are treated during employment without regard to race, color, religion, sex, disability, national origin, age, or marital status.

3. DATA PRIVACY

- 3.1 Proposer agrees to abide by all applicable State and Federal laws and regulations concerning the handling and disclosure of private and confidential information concerning individuals and corporations as to inventions, copyrights, patents and patent rights.
- 3.2 The proposer agrees to hold the City harmless from any claims resulting from the proposer's unlawful disclosure or use of private or confidential information.

4. PROPOSER'S REPRESENTATION

- 4.1 Each proposer by signing and submitting an offer, represents that he/she has read and understands the specification documents, and the offer has been made in accordance therewith.
- 4.2 Each offer for services further represents that the proposer is familiar with the local conditions under which the work and has correlated the observations with the requirements of the RFP.
- 4.3 Proposer warrants and represents to the City that all software/firmware/hardware/equipment/systems developed, distributed, installed or programmed by Proposer pursuant to this Specification and Agreement.
 - 4.3.1 That all date recognition and processing by the software / firmware / hardware/equipment/system will include the four-digit-year format and will correctly recognize and process the date of February 29, and any related data, during Leap years; and
 - 4.3.2 That all date sorting by the software/

firmware/hardware/equipment/system that includes a "year category" shall be done based on the four-digit-year format. Upon being notified in writing by the City of the failure of any software/firmware/hardware/equipment/systems to comply with this Specification and Agreement, Contractor will, within 60 days and at no cost to the City, replace or correct the non-complying software/firmware/hardware/equipment/systems with software / firmware / hardware/equipment/systems that does comply with this Specification and Agreement.

5. INDEPENDENT PRICE DETERMINATION

- 5.1 By signing and submitting this RFP, the proposer certifies that the prices offered have been arrived at independently, without consultation, communication or agreement, for the purpose of restricting competition, with any other proposer competitor; unless otherwise required by law, the prices which have been quoted in this offer have not been knowingly disclosed by the proposer prior to RFP opening directly or indirectly to any other competitor; no attempt has been made, or will be made, by the proposer to induce any person or firm to submit, or not to submit, a response for the purpose of restricting competition.

6. SPECIFICATION CLARIFICATION

- 6.1 Proposers shall promptly notify the Purchasing Agent of any ambiguity, inconsistency or error which they may discover upon examination of specification documents.
- 6.2 Proposers desiring clarification or interpretation of the specification documents shall make a written request which must reach the Purchasing Agent at least seven (7) calendar days prior to date and time for response receipt.
- 6.3 Interpretations, corrections and changes made to the specification documents will be made by written addenda.
- 6.4 Oral interpretations/changes to Specification Documents made in any other manner, will not be binding on the City; proposers shall not rely upon oral interpretations.

7. ADDENDA

- 7.1 Addenda are written instruments issued by the City prior to the date for receipt of offers which modify or interpret the specification document by addition, deletion, clarification or correction.
- 7.2 Addenda will be mailed or delivered to all who are known by the City to have received a complete set of specification documents.
- 7.3 Copies of addenda will be made available for inspection at the office of the Purchasing Agent.
- 7.4 No addendum will be issued later than forty-eight (48) hours prior to the date and time for receipt of offers, except an addendum withdrawing the RFP, or addendum including postponement.
- 7.5 Proposers shall ascertain prior to submitting their offer that they have received all addenda issued, and they shall acknowledge receipt of addenda in their proposal.

8. ANTI-LOBBYING PROVISION

- 8.1 During the period between the bid close date and the contract award, bidders, including their agents and representatives, shall not directly discuss or promote their bid with any member of the City Council or City Staff except in the course of City-sponsored inquiries, briefings, interviews, or presentations, unless requested by the City.

9. EVALUATION AND AWARD

- 9.1 The signed proposal shall be considered an offer on the part of the proposer. Such offer shall be deemed accepted upon issuance by the City of purchase orders, contract award notifications, or other contract documents appropriate to the work.
- 9.2 No offer shall be withdrawn for a period of ninety (90) calendar days after the time and date established for receiving offers, and each proposer agrees in submitting an offer.
- 9.3 In case of a discrepancy between the unit prices and their extensions, the unit prices shall govern.
- 9.4 The RFP process is designed to be a competitive negotiation platform, where price is not required to be the sole determinative factor; also the City has the flexibility to negotiate with a select firm or selected firms to arrive at a mutually agreeable relationship.
- 9.5 A committee will be assigned the task of reviewing the proposals received.
- 9.5.1 The committee may request documentation from Proposer(s) of any information provided in their proposal response, or require the Proposer to clarify or expand qualification statements.
- 9.5.2 The committee may also require a site visit and/or verbal interview with a Proposer or select group of Proposers to clarify and expand upon the proposal response.
- 9.6 The offer will be awarded to the lowest responsive, responsible proposer whose proposal will be most advantageous to the City, and as the City deem will best serve their requirements.
- 9.7 The City reserves the right to accept or reject any or all offers, parts of offers; request new proposals, waive irregularities and technicalities in offers; or to award the RFP on a split-order basis, or lump-sum basis; such as shall best serve the requirements and interests of the City.

10. INDEMNIFICATION

- 10.1 The proposer shall indemnify and hold harmless the City, its members, its officers and employees from and against all claims, damages, losses, and expenses, including, but not limited to attorney's fees arising out of or resulting from the performance of the contract, provided that any such claim, damage, loss or expense is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property other than goods, materials and equipment furnished under this contract) including the loss of use resulting therefrom; is caused in whole or part by any negligent act or omission of the proposer, any subcontractor, or anyone directly or indirectly employed by any one of them or anyone for whose acts made by

any of them may be liable, regardless of whether or not it is caused by a party indemnified hereunder.

- 10.2 In any and all claims against the City or any of its members, officers or employees by an employee of the proposer, any subcontractor, anyone directly or indirectly employed by any of them or by anyone for whose acts made by any of them may be liable, the indemnification obligation under paragraph 10.1 shall not be limited in any way by any limitation of the amount or type of damages, compensation or benefits payable by or for the proposer or any subcontractor under worker's or workmen's compensation acts, disability benefit acts or other employee benefit acts.

11. LAWS

- 11.1 The Laws of the State of Nebraska shall govern the rights, obligations, and remedies of the Parties under this proposal and any agreement reached as a result of this process.

12. AWARD

- 12.1 The RFP process is designed to be a competitive negotiation platform, where price is not required to be the sole determinative factor; also the City has the flexibility to negotiate with a selected firm or firms to arrive at a mutually agreeable relationship.
- 12.2 The City shall be the sole judge as to merits of the proposal, and the City's decision will be final.
- 12.3 A committee will be assigned by the Mayor with the task of reviewing the proposals received.
- 12.3.1 The committee may request documentation from Proposer(s) of any information provided in their proposal response, or require the proposer to clarify or expand qualification statements.
- 12.3.2 A short list of firms from proposals submitted may be selected for a presentation to the committee and ranked by committee members.
- 12.4 Final approval to enter into contract negotiations with the top ranked firm will be by the Mayor of the City of Lincoln.
- 12.5 The City shall not be liable for any expense incurred in connection with preparation of a response to this RFP.
- 12.6 The contract document shall incorporate by reference all requirements, terms and conditions of the solicitation, proposal received and all negotiated details.

13. AFFIRMATIVE ACTION

- 13.1 The City of Lincoln-Lancaster County Purchasing Division provides equal opportunity for all bidders and encourages minority businesses and women's business enterprises to participate in our bidding process.

14. LIVING WAGE

- 14.1 The proposers agree to pay all employees employed in the performance of this contract, a base wage of not less than the City Living Wage per section 2.81.010 of the Lincoln Municipal Code. This wage is subject to change up or down every July.

SPECIAL PROVISIONS FOR COMMODITY TERM CONTRACTS

CITY OF LINCOLN, NEBRASKA PURCHASING DIVISION

1. ESTIMATED QUANTITIES

- 1.1 The quantities set forth in the specification document are approximate and represent the estimated requirements of the City for the contract period.
- 1.2 Items listed may or may not be inclusive of City requirements for this category.
- 1.3 Category items not listed, but distributed by bidder are to be referred to as kindred items. Kindred items shall receive the same percentage of discount or pricing structure as items listed in the specification document.
- 1.4 The unit prices and the extended total prices shall be used only as a basis for the evaluation of bids. The actual quantity of materials necessary may be more or less than the estimates listed in the specification document, but the City shall be neither obligated nor limited to any specified amount. The City will, if possible, restrict increases/decreases to 20% of the estimated quantities listed in the specification document.

2. CONTRACT PERIOD

- 2.1 The material shall be delivered as ordered during the contract period, beginning from the date of contract and ending one (1) year from that date, or as otherwise indicated on the proposal form.
- 2.2 The City is interested in a one (1) year contract, with the option to renew for additional one (1) year periods, not to exceed three (3) such renewals. Bidder must indicate on the proposal form if extension renewals are an option. By mutual consent of both parties it is understood and agreed that the contract may be renewed only at the same prices and/or under the same conditions governing the original contract; and any request for an increase in price or a change in the contract conditions shall be interpreted as a request not to renew the contract at the end of the current contract period.

3. BID PRICES

- 3.1 Bidders must state on the proposal form if the bid prices will remain firm for the full contract period; or if the bid prices will be subject to escalation/de-escalation.
- 3.2 Escalation/De-escalation Clause: In the event that prevailing market conditions warrant an adjustment in bid prices contained in the contract, the following escalation/de-escalation clause shall be the only clause applicable or acceptable to the City:
 1. Contractor shall give written notice to the Purchasing Agent of any proposed changes from contract prices not less than thirty (30) calendar days prior to the effective date of said price changes.
 2. Such notice must be accompanied by a certified copy of the supplier's advisory or notification to the contractor of price changes.
 3. No price escalation will be authorized in excess of the amount of the increase referred to on the supplier's notice.
 4. The approved price change shall be honored for all orders received by the contractor after the effective date of such price change.

5. Approved price changes are not applicable to orders already issued and in process at time of price change.
6. The City reserves the right to audit and/or examine any pertinent books, documents, papers, records or invoices relating directly to the contract transaction in question after reasonable notice and during normal business hours.
7. The Purchasing Agent retains the right to determine whether or not such proposed price changes are in the best interests of the City.
8. If in the opinion of the Purchasing Agent any proposed increase is found unacceptable, the Purchasing Agent reserves the right to cancel the contract upon thirty (30) calendar days written notice.
9. Contractors must tie any price change clause to an industry-wide or otherwise nationally recognized index, or some other form of verifiable document. Contractor will put the Purchasing Agent on the mailing lists for such publication so that the Purchasing Agent can monitor said changes. Such membership will be at no cost to the City.

4. CONTRACT AWARD NOTIFICATION

- 4.1 The Purchasing Division will issue a Contract Award Notification to all successful bidders. Such contract award notification will incorporate the City's specifications, and may incorporate the bidder's specifications.
- 4.2 No action need be taken by the contractors at time of receipt of such Contract Award Notification.
- 4.3 Orders for materials will be made as needed by the various City Departments.

5. QUARTERLY REPORT

- 5.1 The contractor shall provide to the Purchasing Agent a quarterly report, showing all purchases made under the terms and conditions of the contract.
- 5.2 Such quarterly report shall itemize the following information:
 1. Each ordering department.
 2. Items and quantities purchased by department.
 3. Total dollar amount of purchases by department.